Page 1 of 3

Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

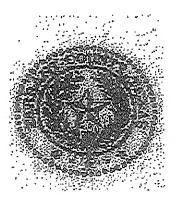
Tarrant County Texas

1/4/2011 2:46 PM

D211001395

PGS 3 . \$24.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYLOR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE

Electronically Recorded Chesapeake Operating, Inc.

PAID UP OIL AND GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT is made this 22nd day of December, 2010, by and between Arnold Anchondo Sr. and wife, Mary Lou Anchondo whose address is 2832 Burchill Road South, Fort Worth, Texas 76105, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

land, hereinafter called leased premises:

.200 acres of land, more or less, being all of Lot 28, Block 2, out of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 77, of the Plat Records of Tarrant County, Texas

in the county of TARRANT, State of TEXAS, containing .200 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, in the county of TARRANT, State of TEXAS, containing ________ gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the land so covered. For the purpose of determining execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in

effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

4. Saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

5. Saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

6. Saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

7. Saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

6. Saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

7. Saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

8. Saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

9. Saved here shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

9. Saved here shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

9. Saved here shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

9. Saved here shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

9. Saved here shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

9. Saved here shall be paid by Lessee to Lessor as follows: (a) For oil and separated at Lessee's separator facilities, the royalty shall be <u>twenty-five percent</u> (25)% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the nearest field in which there is such a prevailing price) for market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty-five percent (2.5)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing price) purchase for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in production at the prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which the receive the producing oil or gas or other substances covered hereby in paying quantities or such wells are without any one hydraulic fracture stimulation, but therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are shut-in or production there from is not being sold by Lessee, shall pay shut-in royalty of one dollar per acre then covered by this lease, such well or wells are shut-in or production therefore is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the good by Lessee; provided that if this lease is

check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessoe shall have been accept payment thereunder. Lessoe shall, at Lessoe's request, deliver to Lessoe and the last address known to Lessoe shall, at Lessoe's request, deliver to Lessoe and the last address known to Lessoe shall, at Lessoe's request, deliver to Lessoe a proper recordable instrument naming another institution, or for any reason and or relaxed accept payment thereunder. Lessoe shall, at Lessoe's request, deliver to Lessoe a proper recordable instrument naming another institution, or for any reason and a control of the lessoe of the less

such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days

Page 3 of 3

after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations the treather arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender abut-in royalities shall be proportionately reduced in accordance with the net acreage interest relained hereunder.

10. In expiriting for, developing, peakes shall have the input of ingress and expire the region of the shall premises as many be proportionately reduced in accordance with the relative or conduct such operations on the leased premises as may be prevent the relative of the shall have the input of ingress and express along with the right to conduct such operations on the leased premises as may be prevent the relative to the shall be proposed to the shall have the input of ingress and expire shall apply (a) to the entire lease may use in such operations, free of cost, any oil, gas, water and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or clark pooled therewith, the anticlary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands used by Lessee hereunder, without Lessors on a relative shall be located less than 200 feet from any butterial termination of the leased premises or such other lands used by Lessee hereunder, without Lessees's consent, and Lessees shall bury its pipplicable lesses, the properties of the such provided in the properties of the pr

Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original. 17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor that Lessor entered into this lease without duress or undue influence in the negotiation of this lease that Lessor would get the highest price or different terms depending on acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on market conditions. Neither nearly to this lease will easly to alter the terms of this transaction based upon any differing terms which Lessoe has or may negotiate future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE) Jonale of Anchords Property Pr	By: Mary Lou Anchondo
	ACKNOWLEDGMENT
STATE OF TEXAS COUNTY OF TARRANT This instrument was acknowledged before me on the 22 nd date Anchondo SARA KIMBERLY PEREZ Notary Public, State of Texas My Commission Expires October 08, 2013	y of <u>December</u> , 2010, by: <u>Arnold Anchondo Sr. and wife, Mary Lou</u> Notary Public, State of <u>Texas</u> Notary's name (printed): Notary's commission expires:
STATE OF COUNTY OF This instrument was acknowledged before me on the	_day of, 2010, by:
	Notary Public, State of Notary's name (printed): Notary's commission expires;